

BILL NO. S-77-01-19

SPECIAL ORDINANCE NO. S-23-77

AN ORDINANCE approving a contract with Moellering Construction Company, Inc., for Plaza, Walks, Parking, and Related Amenities for the New Senior Citizen Center.


BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF
FORT WAYNE, INDIANA:

SECTION 1. That the contract dated December 8, 1976, between the City of Fort Wayne, by and through its Mayor and the Board of Public Works and Moellering Construction Company, Inc., for:

The Construction of the Plaza, Walks, Parking, and Related Amentities at the New Senior Citizen Center, located at 300 block, West Main Street, Fort Wayne, Indiana,

for the total cost of \$113,510.00, all as more particularly set forth in said contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.



Councilman

APPROVED AS TO FORM
AND LEGALITY.



CITY ATTORNEY

Read the first time in full and on motion by Moses, seconded by Hings, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the day of _____, 1976, at _____ o'clock P.M., E.S.T.

DATE: 1-11-77

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Moses, seconded by Hings, and duly adopted, placed on its passage.
PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>9</u>				
BURNS	<u>✓</u>				
HINGA	<u>✓</u>				
HUNTER	<u>✓</u>				
MOSES	<u>✓</u>				
NUCKOLS	<u>✓</u>				
SCHMIDT, D.	<u>✓</u>				
SCHIMDT, V.	<u>✓</u>				
STIER	<u>✓</u>				
TALARICO	<u>✓</u>				

DATE: 1-25-77

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION)

ORDINANCE (RESOLUTION) No. 823-77 on the 25th day of Jan, 1976.

ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

John Nuckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 26th day of January, 1976, at the hour of 11:00 o'clock 4 M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 28th day of January, 1976, at the hour of 11:00 o'clock 2 M., E.S.T.

Robert E. Armstrong
MAYOR

Bill No. S-77-01-19

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on PUBLIC WORKS to whom was referred an Ordinance
approving a contract with Moellering Construction Company, Inc., for Plaza,
Walks, Parking, and Related Amenities for the New Senior Citizen Center

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance Do PASS.

WINFIELD C. MOSES, JR. - CHAIRMAN

DONALD J. SCHMIDT

VIVIAN G. SCHMIDT

PAUL M. BURNS

SAMUEL TALARICO

OS Schmidt
Vivian G. Schmidt
Paul M. Burns
Samuel J. Talarico

DATE 1-25-77 CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A101

Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a
STIPULATED SUM

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION*

Use only with the latest Edition of AIA Document A201, General Conditions of the Contract for Construction.

This document has been approved and endorsed by The Associated General Contractors of America.

AGREEMENT

made this _____ day of _____ in the year of Nineteen
Hundred and _____

BETWEEN the Owner: City of Fort Wayne, Indiana, represented by the
Fort Wayne Board of Public Works
One Main Street
Fort Wayne, Indiana

and the Contractor: Moellering Construction Company, Inc.
3400 Engle Road
Fort Wayne, Indiana

the Project: Plaza, Walks, Parking, and Related Amenities
for the New Senior Citizen Center

the Architect: Grinsfelder-McArdle Associates, Inc.
903 West Berry Street
Fort Wayne, Indiana

The Owner and the Contractor agree as set forth below.

APPROVED AS TO FORM AND LEGALITY

[Signature]
CITY ATTORNEY

ARTICLE 1

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda issued prior to execution of this Agreement and all Modifications issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 7.

ARTICLE 2

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for
(Here insert the caption descriptive of the Work as used on other Contract Documents.)

The Construction of the Plaza, Walks, Parking, and Related Amentities at the
New Senior Citizen Center, located at 300 block, West Main Street, Fort Wayne,
Indiana

ARTICLE 3

TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced Spring, 1977

and completed in 90 calendar days

(Here insert any special provisions for liquidated damages relating to failure to complete on time.)

ARTICLE 4

CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the Conditions of the Contract, in current funds, the Contract Sum of One Hundred Thirteen Thousand, Five Hundred Ten Dollars and no/hundredths Dollars (\$113,510.00)

(State here the lump sum amount, unit prices, or both, as desired.)

Principal Bid - \$118,850.00
Delete Alternate Bid - 5,340.00 (Construction involved in Webster Street-Right-of-way)

Contract Sum - \$113,510.00

The Fort Wayne Board of Public Works reserves the right for a period of 90 days, beginning the date of receipt of bids to include the Add Alternate Bid of \$9,150.00 (Construction of the Plaza's paving brickwork).

ARTICLE 5

PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Conditions of the Contract as follows:

On or about the last day of each month Ninety (90%) per cent of the proportion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and ninety (90%) per cent of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site ~~XXXXXX~~ up to last day of previous month ~~days~~ prior to the date on which the Application for Payment is submitted, less the aggregate of previous payments in each case; and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to ninety (90%) per cent of the Contract Sum, less such retainages as the Architect shall determine for all incomplete Work and unsettled claims.

(If not covered elsewhere in the Contract Documents, here insert any provision for limiting or reducing the amount retained after the Work reaches a certain stage of completion.)

Applications for Payment shall be submitted to the Architect on the last day of the month for work completed during that month. Payments will be due and payable within approximately 30 days, and not to exceed 60 days.

Submittals for payment shall include invoice, waiver of lien and AIA Document G702, G702A (Application and Certificate for Payment)

Any moneys not paid when due to either party under this Contract shall bear interest at the legal rate in force at the place of the Project.

ARTICLE 6

FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor Thirty (30) days after Substantial Completion of the Work unless otherwise stipulated in the Certificate of Substantial Completion, provided the Work has then been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Architect. All work must be approved and accepted by the Board of Public Works, and recommendation of the Architect before final payment is made.

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

7.2 The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

(List below the Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda and accepted Alternates, showing page or sheet numbers in all cases and dates where applicable.)

1. Drawings titled "Plaza, Walks, Parking, and Related Amenities for the New Senior Citizen Center for the City of Fort Wayne, Indiana", dated November 17, 1976, Sheets numbered:
 - P.1 - Title, Symbols, Details, Plaza, Walks, Parking Plan
 - P.2 - Details
 - P.3 - Outdoor Lighting, Yard Sillcocks, Details
2. Specifications titled "Specifications for the Plaza, Walks, Parking and Related Amenities for the New Senior Citizen Center", dated November 17, 1976, shall include Title Sheet, Index, General Conditions of the Construction Contract, Supplementary General Conditions of the Construction Contract, and Technical Specifications, Division 1 through 12.
3. Addendum #1 dated November 23, 1976.
4. Notice to Bidders - pages 1 and 2
5. Instructions to Bidders - pages 1 and 2
6. Architect's Bid Form - pages 1 and 2

(See attachment)

This Agreement executed the day and year first written above.

OWNER City of Fort Wayne, represented
by the Board of Public Works

CONTRACTOR Moellering Construction Co., Inc.

By *Carl W. Moellering* Vice-President

ARTICLE 7 (Continued)

7. Certificates of Non-Segregated Facilities, City of Fort Wayne, pages 1 through 2
8. Federal Affirmative Action Bid Conditions, pages 1 through 11
9. Housing and Urban Development Documents - HUD 3200 "Federal Labor Standards Provisions" pages 1 through 10
10. Non-Collusion Affidavit DP 8 Page 1
11. Standard Questionnaire and Financial Statement for Bidders - Form 96a, Pages 1 through 15.
12. Bid Bond
13. Performance Bond
14. Insurance Vouchers
15. The Contractor shall not assign any interest in this contract and not transfer any interest in the same (whether by assignment or novation) without prior written approval of Owner. Provided, however, that claims for money due or to become due to the Contractor from the Owner under this contract may be assigned to a bank, trust company, or other financial institution or to a trustee in bankruptcy, without such approval. Notice of such assignment or transfer shall be promptly furnished to the Owner, and the Owner shall not be responsible for the payment of any sum to any assignee or the contractor until such time as it has received written notice of the notice or transfer.

It is understood and agreed by and between the Contractor and Owner that all sums payable under this agreement are only to be paid from funds provided for this project, and the contract is not a general obligation of the City of Fort Wayne or its Board of Public Works.

If, in the performance of this contract, there is any underpayment or non-payment for labor, services, materials and supplies, by Contractor, or any Subcontractor thereunder, the Owner shall withhold from the Contractor out of payments due it an amount sufficient to pay said underpaid or non-paid amounts. The amounts withheld shall be disbursed by the Owner for and on account of the Contractor or Subcontractor to the respective firms or persons to whom they are due and the Owner shall be given credit for such payments against payments due the Contractor or Subcontractor under this agreement. The Owner may also withhold all payments of amounts in dispute as to underpayment or non-payment until such notice of under-payment or non-payment from a supplier or laborer is released or withdrawn by such person or firm.

16. Equal Opportunity Clause

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading,

demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 7 (continued)

17. Builder's Waiver of Right to Mechanic's Liens

The Builder for themselves and for all other persons or corporations who may perform labor or furnish materials, supplies, tools or equipment for the construction of the improvements described herein, or for work incidental to such construction, hereby waives and relinquishes all right to claim or file notice of a mechanic's lien upon said real estate or any part thereof or upon any buildings or improvements thereon. The Builder, for himself, and for all sub-contractors, journeymen, material-men, mechanics and laborers, and all other persons, firms and corporations, performing labor and furnishing materials or machinery for the construction of said building and appurtenances, does hereby agree that no lien or notice of lien shall in any event or circumstance whatever, attach to, or be claimed or filed against said building and appurtenances, or any part thereof, or against the real estate on which the same is located, or any part thereof; and in the event Builder shall fail to obtain the release of any liens filed, Builder shall indemnify, save and hold harmless Owners from any expenses incurred in obtaining the release of any such lien, including attorney fees.

ROYAL



GLOBE

INSURANCE COMPANIES

CERTIFICATE OF INSURANCE

Named
Insured
&
Address

Moellering Construction Co., Inc.
P.O. Box 1168
Fort Wayne, Indiana 46801

Producer

Northern Indiana Agency, Inc.
805 Commerce Building
Fort Wayne, Indiana 46802

The policies indicated herein apply with respect to the hazards and for the coverage and limits of liability indicated by specific entry herein, subject to all the terms and conditions of such policies. This certificate is issued as a matter of information only, and confers no rights on the holder. It imposes no liability upon the Company and does not amend, extend, or alter in any way the coverage or the limits of liability afforded by any of the policies designated herein.

COMPANY

Royal-Globe Insurance Company

DATE

12/14/76

HAZARDS	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	COVERAGES AND LIMITS OF LIABILITY *						
				BODILY INJURY LIABILITY		PROPERTY DAMAGE LIABILITY				
				EACH PERSON	EACH OCCURRENCE	EACH OCCURRENCE	AGGREGATE			
General Liability	RYA936220	1/1/76	1/1/77		\$ 1,000,000	\$ 100,000	\$ 300,000			
Premises Operators	RYA936220	1/1/77	1/1/78							
Elevators				\$,000	\$,000	\$,000				
Independent Contractors				\$,000	\$,000	\$,000	\$,000			
Products Completed Operations	RYA936220	1/1/76	1/1/77	\$,000	\$ 1,000,000	\$ 100,000	\$ 300,000			
	RYA936220	1/1/77	1/1/78	AGGREGATE	\$ 1,000,000					
Contractual as described below				\$,000	\$,000	\$,000	\$,000			
Automobile Liability	RYA936220	1/1/76	1/1/77	\$ 500 ,000	\$ 1,000,000	\$ 100,000				
Owned Automobiles	RYA936220	1/1/77	1/1/78							
Hired Automobiles	RYA936220	" " "	" " "							
Non-Owned Automobiles	RYA936220	" " "	" " "							
				\$ 500 ,000				\$ 1,000,000	\$ 100,000	
				\$ 500 ,000				\$ 1,000,000	\$ 100,000	
Workman's Compensation	PCS903048	1/1/76	1/1/77	COMPENSATION STATUTORY STATE(S) Indiana						
	PCS919678	1/1/77	1/1/78							

LOCATION AND DESCRIPTION OF OPERATIONS, AUTOMOBILES, CONTRACTS, ETC. (FOR CONTRACTS, INDICATE TYPE OF AGREEMENT, PARTY AND DATE)

Senior Citizens Center & Plaza
Fort Wayne, Indiana

*IF LIMITS OF LIABILITY DIFFER FROM POLICY LIMITS, CHECK HERE: ☐

Issued
At the
Request
Of

Fort Wayne Board of Public Works
Fort Wayne, Indiana

This is to certify that the Company named herein has issued to the Named Insured the policies listed above.

NORTHERN INDIANA AGENCY, INC.

Authorized Representative

NORTHERN INDIANA AGENCY, INC.
Royal-Globe Insurance Co., Indianapolis

Policy Number
422-2318

Insured's Name
422-2318

MOELLER CONSTRUCTION CO., INC.
P.O. Box 1168
Fort Wayne, Indiana 46801

Name of Company

Date of Binder

Royal-Globe Insurance Co.

12/14/76

BUILDER'S RISK: \$113,510.00 Fire, Extended Coverage, Vandalism
& Malicious Mischief

On all below, on, and above grade structures
that are a part of the plaza, walks, parking,
and related amenities.

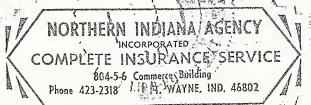
Location: Senior Citizens Center & Plaza
Fort Wayne, Indiana.

A policy of insurance will be issued effective December 14, 1976
and delivered upon receipt from Company.

NORTHERN INDIANA AGENCY, INC.

By *Dean Z. Stetzel*

See the Terms and Conditions of the Standard Form of Policy in use by this Company in the
State of Indiana where the property is located. In no event shall this binder continue in force beyond
XX 90 Days from Date.



RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

PERFORMANCE BOND

The American Institute of Architects, AIA Document A311, February 1970 Edition.

KNOW ALL MEN BY THESE PRESENTS: that (Here insert full name and address or legal title of Contractor)

MOELLERING CONSTRUCTION COMPANY, INC.

P. O. BOX 1168

FORT WAYNE, INDIANA 46809

as Principal, hereinafter called Contractor, and, RELIANCE INSURANCE COMPANY, a corporation of the State of Pennsylvania, with principal offices at 4 Penn Center Plaza, Philadelphia, Pennsylvania, as Surety, hereinafter called Surety, are held and firmly bound unto (Here insert full name and address or legal title of Owner)

BOARD OF PUBLIC WORKS, CITY OF FORT WAYNE, INDIANA

as Oblige, hereinafter called Owner, in the amount of

*** ONE HUNDRED THIRTEEN THOUSAND FIVE HUNDRED TEN AND NO/100 *** Dollars (\$ 113,510.00),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated DECEMBER 8, 1976, entered into a contract with Owner for

CONSTRUCTION OF SENIOR CITIZENS CENTER PLAZA WALKS, PARKING AND RELATED AMENITIES,
FORT WAYNE, INDIANA

in accordance with Drawings and Specifications prepared by (Here insert full name and address or legal title of Architect)

GRINSFELDER-MC ARDLE ASSOCIATES, INC., FORT WAYNE, INDIANA

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses. Even though there should be a default or a

succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed and sealed this

8TH

day of

DECEMBER

1976

MOELLERING CONSTRUCTION COMPANY, INC.
(Principal)

BY:

(Title)

VICE-PRESIDENT

RELIANCE INSURANCE COMPANY

BY:

ROGER CURRY, ATTORNEY-IN-FACT

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

LABOR AND MATERIAL PAYMENT BOND

The American Institute of Architects, AIA Document A311, February 1970 Edition.

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that (Here insert full name and address or legal title of Contractor)

MOELLERING CONSTRUCTION COMPANY, INC.

P. O. BOX 1168

FORT WAYNE, INDIANA 46809

as Principal, hereinafter called Principal, and, RELIANCE INSURANCE COMPANY, a corporation of the State of Pennsylvania, with principal offices at 4 Penn Center Plaza, Philadelphia, Pennsylvania, as Surety, hereinafter called Surety, are held and firmly bound unto (Here insert full name and address or legal title of Owner)

BOARD OF PUBLIC WORKS, CITY OF FORT WAYNE, INDIANA

as Obligatee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of

*** FIFTY-SIX THOUSAND SEVEN HUNDRED FIFTY-FIVE AND NO/100 ***

Dollars (\$ 56,755.00),

(Here insert a sum equal to at least one-half of the contract price)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated DECEMBER 8, 19 76, entered into a contract with Owner for

CONSTRUCTION OF SENIOR CITIZENS CENTER PLAZA WALKS, PARKING AND RELATED AMENITIES,
FORT WAYNE, INDIANA

in accordance with Drawings and Specifications prepared by (Here insert full name and address or legal title of Architect)

GRINSFELDER-MC ARDLE ASSOCIATES, INC., FORT WAYNE, INDIANA

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served

by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this

8TH

day of

DECEMBER

19, 76

Carroll D. Moelling
(Witness)

MOELLERING CONSTRUCTION COMPANY, INC. (Principal)

BY: *Carroll D. Moelling*
(Title) VICE-PRESIDENT

RELIANCE INSURANCE COMPANY

BY: *Roger Curry*
ROGER CURRY, ATTORNEY-IN-FACT

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the RELIANCE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Pennsylvania, does hereby make, constitute and appoint Roger Curry of Bloomington, Indiana

its true and lawful Attorney-in-fact, to make execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings of Suretyship, _____

and to bind the RELIANCE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the RELIANCE INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Article VII of the By-Laws of RELIANCE INSURANCE COMPANY which became effective May 11, 1962, which provisions are now in full force and effect, reading as follows:

ARTICLE VII - Execution of Bonds and Undertakings

SECTION 1. The Board of Directors, the President, or any Vice-President or Assistant Vice-President shall have power and authority to: (a) appoint Attorneys-in-fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-fact at any time and revoke the power and authority given to him.

SECTION 2. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of RELIANCE INSURANCE COMPANY at a meeting held on the 8th day of May, 1959, at which a quorum was present, and said Resolution has not been amended or repealed:

"Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the RELIANCE INSURANCE COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereto affixed, this 10th day of July, 1974

RELIANCE INSURANCE COMPANY



Vice-President

STATE OF Pennsylvania }
COUNTY OF Philadelphia } ss.

On this 10th day of July, 1974, personally appeared _____

J.H. McDermott

_____, to me known to be the Vice-President of the RELIANCE INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Article VII Section 1 and 2 of the By-Laws of said Company, set forth therein, is still in full force.

My Commission Expires:

Notary Public in and for State of PennsylvaniaResiding at PhiladelphiaApril 26, 1976

I, W. F. Brunner, Assistant Secretary of the RELIANCE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said RELIANCE INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this 8TH day of DECEMBER 19 76.

Assistant Secretary



PLAZA, WALKS, PARKING, AND RELATED AMENITIES BID FORM

DECEMBER 1, 1976

City of Fort Wayne, Indiana
c/o Board of Public Works
Room 920
Number One Main Street
Fort Wayne, Indiana

Gentlemen:

We propose to furnish, install, and pay for all labor, materials and equipment required for the complete construction of the plaza, walks, parking, and related amenities at the New Senior Citizen Center located in Fort Wayne, Indiana, all as according to the Plans and Specifications prepared by Grinsfelder-McArdle Associates, Inc., Architect, our bid being as follows:

1. Principal Bid

The complete construction as specified for the sum of ONE HUNDRED EIGHTEEN THOUSAND EIGHT HUNDRED FIFTY and NO /100 Dollars (\$ 118,850.00).

2. Alternate Bid

Delete from the principal bid the complete construction involved within the right-of-way of Webster Street, which includes curbing and sidewalks for the sum of FIVE THOUSAND ONE HUNDRED FORTY and NO /100 Dollars (\$ - 5340.00).

3. Alternate Bid

Delete from the principal bid the complete construction of the steps at the plaza stage area, and leave flush with plaza surface for the sum of TWO THOUSAND ONE HUNDRED SEVENTY and NO /100 Dollars (\$ - 2,170.00).

4. Alternate Bid

Add to the principal bid the complete construction of the paving brick work in the plaza as indicated in the construction documents for the sum of

NINE THOUSAND ONE HUNDRED FIFTY and NO /100 Dollars (\$ + 9,150.00).

5. Unit Cost

The unit cost per shuffle board is the sum of NINE HUNDRED SIXTY-FIVE and NO /100 Dollars (\$ 965.00).

6. If the contract is awarded to us within sixty (60) days after bid due date, we will agree to complete all work covered in this contract within 90 calendar days once weather permits.

RESPECTFULLY SUBMITTED,

Carl W. Moellering Vice-President
Representative of Company
Carl W. Moellering Vice-President

MOELLERING CONSTRUCTION CO., INC.

Name of Company

P.O. Box 1168, Fort Wayne, Ind. 747-7505
Address of Company Phone No.

PLAZA, WALKS, PARKING, AND RELATED AMENITIES BID FORM

Dec 11, 1976

City of Fort Wayne, Indiana
c/o Board of Public Works
Room 920
Number One Main Street
Fort Wayne, Indiana

Gentlemen:

We propose to furnish, install, and pay for all labor, materials and equipment required for the complete construction of the plaza, walks, parking, and related amenities at the New Senior Citizen Center located in Fort Wayne, Indiana, all as according to the Plans and Specifications prepared by Grinsfelder-McArdle Associates, Inc., Architect, our bid being as follows:

1. Principal Bid

The complete construction as specified for the sum of ONE Hundred Forty
ONE Thousand Five Hundred and No /100 Dollars (\$ 141,500⁰⁰).

2. Alternate Bid

Delete from the principal bid the complete construction involved within the right-of-way of Webster Street, which includes curbing and sidewalks for the sum of Two Thousand Eight Hundred and No /100 Dollars (\$ - 2,800⁰⁰).

3. Alternate Bid

Delete from the principal bid the complete construction of the steps at the plaza stage area, and leave flush with plaza surface for the sum of

ONE Thousand Two Hundred and No /100 Dollars (\$ - 1,200⁰⁰).

4. Alternate Bid

Add to the principal bid the complete construction of the paving brick work in the plaza as indicated in the construction documents for the sum of

Twenty Two Thousand and No /100 Dollars (\$ + 22,000⁰⁰).

5. Unit Cost

The unit cost per shuffle board is the sum of ONE Thousand
Two Hundred and No /100 Dollars (\$ 1,200⁰⁰).

6. If the contract is awarded to us within sixty (60) days after bid due date, we will agree to complete all work covered in this contract within 140 calendar days once weather permits.

RESPECTFULLY SUBMITTED,

Wren T. Reese
Representative of Company

WREN REESE, INC.
Name of Company

P.O. Box 349

NAPOLÉON, OHIO 43545
Address of Company

Phone No.

(419) 599-2065

PLAZA, WALKS, PARKING, AND RELATED AMENITIES BID FORM

December 1, 1976

City of Fort Wayne, Indiana
c/o Board of Public Works
Room 920
Number One Main Street
Fort Wayne, Indiana

Gentlemen:

We propose to furnish, install, and pay for all labor, materials and equipment required for the complete construction of the plaza, walks, parking, and related amenities at the New Senior Citizen Center located in Fort Wayne, Indiana, all as according to the Plans and Specifications prepared by Grinsfelder-McArdle Associates, Inc., Architect, our bid being as follows:

1. Principal Bid

The complete construction as specified for the sum of One Hundred Twenty Eight Thousand Three Hundred Forty One Dollars -----and ----- 00/100 Dollars (\$ 128,341.00)).

2. Alternate Bid

Delete from the principal bid the complete construction involved within the right-of-way of Webster Street, which includes curbing and sidewalks for the sum of Three Thousand -----and ----- 00/100 Dollars (\$ - 3,000.00)).

3. Alternate Bid

Delete from the principal bid the complete construction of the steps at the plaza stage area, and leave flush with plaza surface for the sum of Three Hundred Fifty -----and ----- 00/100 Dollars (\$ - 350.00)).

4. Alternate Bid

Add to the principal bid the complete construction of the paving brick work in the plaza as indicated in the construction documents for the sum of

Eight Thousand Six Hundred -----and ----- 00/100 Dollars (\$ + 8,600.00)).

5. Unit Cost

The unit cost per shuffle board is the sum of One Thousand -----
-----and ----- 00/100 Dollars (\$ 1,000.00)).

6. If the contract is awarded to us within sixty (60) days after bid due date, we will agree to complete all work covered in this contract within 120 calendar days once weather permits.

RESPECTFULLY SUBMITTED,

William P. Schenkel II
Representative of Company

Schenkel and Sons, Inc.
Name of Company

1120 St. Mary's Avenue
Fort Wayne, Indiana 46808 (219) 423-3361
Address of Company Phone No.

Acknowledge receipt of Addendum # 1 dated November 23, 1976

PLAZA, WALKS, PARKING, AND RELATED AMENITIES BID FORM

DECEMBER 1, 1976

City of Fort Wayne, Indiana
c/o Board of Public Works
Room 920
Number One Main Street
Fort Wayne, Indiana

Gentlemen:

We propose to furnish, install, and pay for all labor, materials and equipment required for the complete construction of the plaza, walks, parking, and related amenities at the New Senior Citizen Center located in Fort Wayne, Indiana, all as according to the Plans and Specifications prepared by Grinsfelder-McArdle Associates, Inc., Architect, our bid being as follows:

1. Principal Bid

The complete construction as specified for the sum of \$124,000.00
One Hundred Twenty Four Thousand and no /100 Dollars (\$124,000.00).

2. Alternate Bid

Delete from the principal bid the complete construction involved within the right-of-way of Webster Street, which includes curbing and sidewalks for the sum of Five Thousand One Hundred Twenty and no /100 Dollars (\$5,140.00).

3. Alternate Bid

Delete from the principal bid the complete construction of the steps at the plaza stage area, and leave flush with plaza surface for the sum of

one thousand twenty — — — and no /100 Dollars (\$1,020.00).

4. Alternate Bid

Add to the principal bid the complete construction of the paving brick work in the plaza as indicated in the construction documents for the sum of

Six thousand four hundred fifty and no /100 Dollars (\$6,450.00).

5. Unit Cost

The unit cost per shuffle board is the sum of Eleven Hundred
— — — — — and no /100 Dollars (\$1100.00). (To omit)

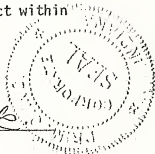
6. If the contract is awarded to us within sixty (60) days after bid due date, we will agree to complete all work covered in this contract within 150 calendar days once weather permits.

RESPECTFULLY SUBMITTED,

Melvin H. Rodenbeck
Representative of Company

PRIMCO, INC.
Name of Company
7107 SMITH ROAD

FT. WAYNE, IND. 478-1548
Address of Company Phone No.



TITLE OF ORDINANCE SPECIAL ORDINANCE - Contract of Moellering Const. on Senior Citizen Center

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

SYNOPSIS OF ORDINANCE Contract of Moellering Construction Co., Inc. in amount of

\$113,510.00 provides for construction of Plaza, Walks, Parking Facilities and Related Amenities for the Senior Citizen Center.

It was necessary to bid this project twice as the two bids received on the first bidding were too much over the estimate.

On the second bidding, four bids were received and the low bid of Moellering Construction is considered acceptable.

(SEE ATTACHED BID DOCUMENTS)

EFFECT OF PASSAGE Will allow for construction as weather permits

EFFECT OF NON-PASSAGE Failure to allow award for satisfactory low bid

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) Cost to Redevelopment Commission from money allocated to project - \$113,510.00

ASSIGNED TO COMMITTEE

Moses - Public Works